

RG 104, 8NS-104-94-077  
Box 2

8NS-104-94-077, Miscellaneous  
Correspondence & Memos, 1897-1994

Hutchman - Ranton Fire Proofing Co. ; new floors ; 05/12/05





PROPOSAL FOR TAKING UP OLD FLOORS AND LAYING NEW FLOORS IN  
THE COINING ROOM AND MELTING ROOM, U.S.MINT BUILDING, DENVER,  
COLORADO.

Denver, Colo., April 20, 1905.

Supervising Architect,

Treasury Department, Washington, D.C.

Sir:

We hereby propose to take up the present cement floors in the Coining room and Melting room of the United States Mint Building, in this city, and put down new floors in strict accordance with the specification and instructions of the Government's representative, and guarantee the floors free from cracks for three years, for the sum of

Twelve hundred and Fifty Dollars. . . . . (\$1250.00)

Kind of cement to be used Iola Portland or Ideal Portland

Time to Complete (20) twenty days

Amount of certified check Twenty-five dollars (\$25.00)

Signature The Hinchman-Renton Fire Proofing Co  
J.B.Hinchman pres.  
Address 1815 Arapahoe st.,  
Denver, Colo.

S P JAW L

Treasury Department  
Office of the Secretary  
Washington, April 26, 1905.

The Hinchman-Renton Fire Proofing Company,  
1815 Arapahoe street,  
Denver, Colorado.

Sirs:

In view of the public exigency which requires the immediate performance of the work, and Department approval, your proposal of the 20th instant, submitted to the Supervising Architect by the Custodian of the New Mint at Denver, Colorado, in his letter of the 22d instant, and being deemed the better of the two bids for the reason that you agree to perform the work in accordance with the specifications, is hereby accepted in the sum of twelve hundred and fifty dollars (\$1,250.) for relaying cement floors in the Melting and Coining Rooms at the building named, in strict



accordance with the specifications upon which your proposal was based and such instructions as may be given to you by the Custodian or other representative of the Government detailed to examine and report upon the work.

It is to be understood and agreed that this acceptance is to be based upon the following conditions:

That you are to execute a formal contract, with bond in the sum of one thousand dollars (\$1,000.), guaranteeing the faithful performance of the work embraced in this acceptance, a form for which will be forwarded. This contract, with bond, must be executed in strict accordance with the rules printed at the head of such form, and be returned to the Supervising Architect of this Department at once;

That said contract and bond will also guarantee the floors and expansion joints to be free from cracks for a period of three years from the completion of the work and payment therefor;

That the work is to be completed within twenty days from the date of approval of said contract and bond, of which you will be advised by wire;

That the brand of cement used in the work shall meet with the approval of the Supervising Architect of this Department before being applied, and in order that delay may be avoided, it is requested that samples of both the "Iola" and "Ideal" Portland cements, as stated in your proposal, be submitted by you to the Supervising Architect for approval; said samples to contain a sufficient quantity of the cement to enable satisfactory tests to be made, and in forwarding the samples you should accompany the same by a letter of transmittal, giving the name of the brand proposed to be used by you in connection with the work;

That either hot asphalt or "gilsonite" will be allowed for use in filling the expansion joints in accordance with the specifications, you to specify which you will use, it being understood that such joints are to be embraced in the guarantee to be given by you as being free from cracks for a period of three years;

That upon satisfactory completion of the work and acceptance by the Department, payment therefor will be made from the appropriation for "Repairs and Preservation of Public Buildings, 1905."

Acknowledge the receipt of this letter.

Respectfully,

H.A.TAYLOR,

Acting Secretary.

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7. The sureties must justify in amounts the aggregate of which will be equal to at least twice the penalty of the bond.

13. All erasures and interlineations in contract or bond must be noted above the signatures of the witnesses as having been made before the execution thereof.

## BETWEEN THE

AND



1 in strict and full accordance with the requirements of drawings numbered  
 2  
 3  
 4  
 5 and such ~~other~~ detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States  
 6 Treasury Department; ~~the advertisement for proposals, dated~~ ; the specification for the work;  
 7 the proposal dated **April 20, 1905** , addressed to the said Supervising Architect by the said party of the  
 8 second part; and letter dated **April 28, 1905** , addressed to the said party of the second part by  
 9 **H.A. Taylor, Acting** ~~Assistant Secretary of the Treasury, accepting said proposal;~~

10  
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 12  
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 15  
 16 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract; ~~and which said numbered~~  
 17 ~~drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in~~  
 18 ~~the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.~~

19 And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be  
 20 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such  
 21 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising  
 22 Architect or his representative, and that the same shall be completed in all its parts within

23 **twenty days** .  
 24 from the date of the approval of said bond hereto attached; that all materials used shall be of the very best quality of their respective  
 25 kinds; that all the work performed shall be executed in the most skillful and workmanlike manner, and that both the materials  
 26 used and the work performed shall be in every respect to the entire and complete satisfaction of the Supervising Architect.

27 And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the  
 28 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification. **and said letter of**  
 29 **acceptance.** .

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34 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this  
 35 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors  
 36 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;  
 37 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by  
 38 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time  
 39 to be specified by the Supervising Architect, replace or remove any defective or unsatisfactory material or work; and that, in the  
 40 event of the failure of the party of the second part to promptly so proceed and faithfully continue so to do, said party of the first part  
 41 may have the same done and charge the cost thereof to the account of said party of the second part.

42  
 43  
 44 It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of  
 45 the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due  
 46 performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party  
 47 of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of  
 48 **ten** dollars, for each and every day the said party of the second part shall be in default, which said  
 49 sum of **ten** dollars per day, in view of the difficulty of estimating such damages with exactness, is  
 50 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the



1 first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages  
2 hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the  
3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second  
4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated  
5 or provided for.

6 The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and  
7 employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any  
8 patented invention, article, or appliance, included in the materials hereby agreed to be furnished under this contract.

9 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense  
10 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the  
11 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur  
12 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not  
13 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly  
14 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be  
15 subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care  
16 and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance  
17 of same.

18 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any  
19 omissions from, additions to, or changes in, the work or materials herein provided for whenever required by said party of the first  
20 part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work  
21 referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be  
22 determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no  
23 claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

24 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,  
25 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to,  
26 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or  
27 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the  
28 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or  
29 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final  
30 completion of the work.

31 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this  
32 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors  
33 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;  
34 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by  
35 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time  
36 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the  
37 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part  
38 may have the same done and charge the cost thereof to the account of said party of the second part.

39 It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment  
40 for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of  
41 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

42 It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of  
43 the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first  
44 part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such



particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent, of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and it is an express condition of this contract that no Member of Congress, or other person whose name is not at this time disclosed, to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage incurred through such default and any and all other breaches of this contract.

It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise; provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract, the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the second part for any damages which may arise out of any delay caused by the said party of the first part.

And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors, of the said party of the second part, in lawful money of the United States, in consideration of the herein-recited covenants and agreements made by the party of the second part, the sum of **one thousand two hundred fifty (1,250.) dollars, upon**

The Hinshman-Beason Fire Proofing Co. SEAL

By: J.B. Hinshman

President (SEAL)

H.F. Hinshman

Harbert J. Willard

NOTE—Read rules carefully before executing.



1 ~~And the party of the first part covenants and agrees that payments will be made in the following manner, viz. ninety per cent~~  
2 ~~of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time~~  
3 ~~as the work progresses (the said value to be ascertained by the party of the first part), and ten per cent thereof will be retained until~~  
4 ~~the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be~~  
5 ~~forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed~~  
6 ~~that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages~~  
7 ~~sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party of the~~  
8 ~~second part until every part of the work to the point of advancement reached—on account of which payment is claimed—shall be found~~  
9 ~~to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the entire satisfaction of the~~  
10 ~~said party of the first part.~~

or Delegate to,

11 It is an express condition of this contract that no Member of Congress, or other person whose name is not at this time disclosed,  
12 shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further covenanted and agreed that this  
13 contract shall not be assigned.

14 In witness whereof, The parties hereto have hereunto subscribed their names this  
15 29th day of April A.D. 1905.

16 The erasures in lines 6, page 1; 1,5,6,9,16,17,18,page 2, and 1,2 and 3,  
17 page 5; and the interlineation in line 11, page 5, were made before the  
18 execution hereof.

19 We hereby certify that this contract and bond have been correctly prepared  
20 and compared:

Jas.A.Wetmore

Chief of the Law and Records Division.

L.M.SHAW

Secretary of the Treasury.

CEK JKT T

21 Chief of the Inspection, Material & Repairs  
22 Division.

National Surety Company of New York

The Hinchman-Renton Fire Proofing Co. SEAL

Witnesses to the signature of the Contractor:

By: J.B.Hinchman

President (SEAL)

E.W.Hinchman

Contractor.

Herbert J.Willard

Place  
Corporate  
Seal here.

NOTE.—Read rules carefully before executing.

National Surety Company SEAL

By- Ralph W.Smith

Attorney-in-Fact.

NOTE.—Read rules carefully before executing.



BOND.

Know all men by these presents, That we, **The Hinchman-Renton Fire Proofing Co., a corporation organized under the laws of the State of Colorado and having executive offices in** \_\_\_\_\_  
of the City of **Denver** \_\_\_\_\_, County of \_\_\_\_\_, and  
State of **Colo** \_\_\_\_\_, principal, and  
**NATIONAL SURETY COMPANY OF NEW YORK**  
of the City of **New York** \_\_\_\_\_, County of **Kings County** \_\_\_\_\_, and  
State of **New York** \_\_\_\_\_, and  
of the City of \_\_\_\_\_, County of \_\_\_\_\_, and  
State of \_\_\_\_\_, surety, are held and firmly bound unto the United States of America in  
the sum of **one thousand dollars (\$1,000.)**, \_\_\_\_\_ lawful  
money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. \_\_\_\_\_  
**Sealed with our seals and dated this Second day of May, A.D. 1905.** \_\_\_\_\_  
The condition of the above obligation is such, That whereas the said **The Hinchman-Renton Fire Proofing**  
**Co.** \_\_\_\_\_ **has** entered into a certain contract, hereto attached, with  
**L.M.SHAW,** \_\_\_\_\_ Secretary of the Treasury, acting for and in behalf of the United States,  
bearing date the **29th day of April, A.D. 1905:** \_\_\_\_\_ Now, if the said **The Hinchman-Renton**  
**Fire Proofing Co.** \_\_\_\_\_  
shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by  
**it** to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all  
the labor and materials required by, any and all changes in, or additions to, or omissions from, said contract which may hereafter be made,  
and shall perform all the undertakings stipulated by **it** to be performed in any and all such changes in, or additions  
thereto, notice thereof to the said surety being hereby waived, and shall promptly make payment to all persons supplying  
**it** labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise,  
to remain in full force and virtue. \_\_\_\_\_  
In testimony whereof, The said **The Hinchman-Renton Fire Proofing Co.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, principal, and \_\_\_\_\_  
**National Surety Company of New York** \_\_\_\_\_  
and \_\_\_\_\_, surety,  
have hereunto subscribed their hands and affixed their seals the day first above written.

Signed, sealed, and delivered in presence of—

**E.W.Hinchman** )  
**Denver Colorado** )  
**Herbert J.Willard** )  
**Canon City Col.** )

**The Hinchman-Renton Fire Proofing Co.**  
(SEAL)  
By-**J.B.Hinchman** President

**C.H.Toucray**  
**Denver, Colorado.**  
**Frances B.Hartzell**  
**Denver, Colorado.**

**National Surety Company** SEAL  
By- **Ralph W.Smith**  
**Attorney-in-Fact.**

NOTE.—Read rules carefully before executing.



April 29, 1905

CERTIFIED COPY.

No. 1834 A.

CONTRACT OF

The Hinchman-Renton Fire Proofing Co.,

Of Denver, Colo.,

For New cement floors,

For U. S. Mint (New),

At Denver, Colo.,

Dated April 29, 1905

Amount, \$ 1,250.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

May 10, 1905

Respectfully referred to the Solicitor of the Treasury for examination and indorsement.

C. F. Kemper  
Chief Executive Officer.

JAW

CSJ Department of Justice,

OFFICE OF THE SOLICITOR OF THE TREASURY.

May 10, 1905

I have examined the within instruments as to form and execution, and in these respects they are approved.

F. A. REEVE

Acting ~~XXXXXX~~ Solicitor of the Treasury.

Treasury Department,

OFFICE OF THE SECRETARY.

May 11, 1905

The within bond is hereby approved.

JAW CSK JKT H. A. Taylor  
Acting Secretary.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

May 12, 1905

I hereby certify that the within papers are true and correct copies of the originals on file in this Department.

Chief Executive Officer.

CSJ

Henderson - Ranton Fire Proving Co. ; new floors ; 05/12/05



